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Section 00010 - Solicitation Contract Form

 ITEM NO
 SUPPLIES/SERVICES
 QUANTITY
 UNIT
 UNIT PRICE
 AMOUNT

 0001
 1
 Each
 \$388,064.90
 \$388,064.90

TMP MOVEMENT

FFP

The primary focus is to relocate the existing TMP facility to the new location adjacent to the Dog Kennel facility on Camp Lemonnier to allow for the construction of a new post office. The work includes demolition of the existing TMP lot, provision of a new gravel parking area with security fencing and one double swinging gate, an office container, two wooden structures and associated utilities. Attachment A is plan layout of new TMP facility.

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR3893006

NET AMT \$388,064.90

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000101 \$0.00

FUND ACRN AA

FFP

Funding Doc. No.: N3379A15RC039B1 CUSTOMER ACRN AA

FOB: Destination

MILSTRIP: N3379A15RC039B1

NET AMT \$0.00

ACRN AA \$388,064.90

CIN: N3379A15RC039B1

STATEMENT OF WORK

Revised Statement of Work Relocate TMP Yard

The primary focus is to relocate the existing TMP facility to the new location adjacent to the Dog Kennel facility on Camp Lemonnier to allow for the construction of a new post office. The work includes demolition of the existing TMP lot, provision of a new gravel parking area with security fencing and one double swinging gate, an

office container, two wooden structures and associated utilities. Attachment A is plan layout of new TMP facility.

TOTAL PROJECT PRICE	
	.\$388,064.90
PROJECT	
DURATION	180 Calenda
Days	

REVISIONS INCLUDED IN THIS PROPOSAL:

- 1. KBR JOC contractor to move the T-Walls and U Blocks to the locations noted in the Government Statement of Work.
- **2.** KBR will self-perform approximately 120 LF of 4" fiber optic conduit, witnessed by a designated Government inspector. Results will not be a certified deliverable.
- 3. KBR will provide both electrical and water meter centers that conform to Base requirements.

1.1. Existing TMP Facility

1.1.1. Demolition

- 1.1.1.1. Demolish existing concrete block office building including roof, walls, and concrete foundation. Interior and exterior paint has been tested and found not to contain lead.
- 1.1.1.2. Demolish wooden carport and shed structures and their foundations
- 1.1.1.3. Haul away broken and unusable concrete or rubber parking bumpers
- 1.1.1.4. Remove or cap and abandon all utilities

1.1.2 Relocation / Reuse

- 1.1.2.1. Relocate 50 usable concrete or rubber parking bumpers to new facility. Repaint as required.
- 1.1.2.2. Relocate one light pole with three light fixtures from center of existing facility and reinstall and connect in new facility

1.1.3 Remaining Features

1.1.3.1 The existing security fence and two swinging gates on north and south perimeters shall remain in place and used by post office contractor as security fence

2.1 New TMP Facility

2.1.1 Civil Construction

- 2.1.1.1 Minimum of six inches of existing soil shall be removed and stockpiled
- 2.1.1.2 Entire area shall be compacted with vibratory roller and sloped to provide drainage to a ditch built along the main road
- 2.1.1.3 Geotechnical material shall be placed over entire area
- 2.1.1.4 Six inches of gravel shall be placed over entire area within eight inches of gravel placed in roadway access to BSVE yard. All gravel compacted.
- 2.1.1.5 The 50 concrete or rubber parking bumpers plus 52 new concrete bumpers shall be arranged to provide 78 parking spaces in the main area plus 24 spaces along the Dog Kennel fence, south of the road leading to the BSVE yard.
- 2.1.1.6 Rubber or PVC speed bumps shall be provided at ends and the mid-point of each parking lane.

2.1.2 Office Container

2.1.2.1 One 20' x 40' Containerized Working Unit with a restroom in the north end shall be provided and installed on pedestal foundations, as designed by the container manufacturer.

- 2.1.2.2 One 500-gallon waste tank will be placed underground in northwest corner of facility for black and gray water from the restroom
- 2.1.2.3 The container will be outfitted with sufficient lights, power outlets, HVAC, and two exterior lights, all powered by one electrical panel.
- 2.1.2.4 Power and domestic water will be connected to nearest available sources
- 2.1.2.5 Internet and phone lines will be done by the US Government, KBR does not have access to SIPR or NIPR.

2.1.3 Wooden Structures

- 2.1.3.1 One 16' x 16' wooden structure without walls (open air) and no floor will be built southeast of the container office unit, similar in design and construction to the open air structure existing in the current TMP facility used for dispatching and cleaning vehicles.
- 2.1.3.2 One 16' x 16' wooden shed with plywood walls and a double wide lockable door will be built on a 6" thick concrete slab directly south of the container office.
- 2.1.3.3 Each wooden structure will have lights mounted the exterior for area lighting and a light under the roof to provide light inside structure.
- 2.1.3.4 Each wooden structure will be provided with one 4-gang outlet box for electrical power for vacuums, tools, and other small items.

2.1.4 Security Fencing

- 2.1.4.1 Perimeter fencing shall be provided per Attachment A, connecting to the existing BSVE fence to the northeast and to the Dog Kennel facility's perimeter fence on the south.
- 2.1.4.2 Fence construction shall be as follows:
 - 2.1.4.2.1 Total height: 7 feet (min)
 - 2.1.4.2.2 Posts spacing: 10 feet on center (max)
 - 2.1.4.2.3 Corner / End posts: 3 inch diameter, galvanized
 - 2.1.4.2.4 Intermediate Posts: 2 ½ inch diameter, galvanized
 - 2.1.4.2.5 Post holes: Minimum 10 inches in diameter and 40 inches deep
 - 2.1.4.2.6 Bracing: 1 5/8 inch diameter at each gate, terminal and end post
 - 2.1.4.2.7 Chain Link Fabric: 9 gauge, galvanized, 2 inch mesh, 7 feet high
 - 2.1.4.2.8 Single outriggers with three strands of barbed wire
 - 2.1.4.2.9 Grounding: installed on each side of gates at gateposts, at corner posts and at end posts
 - 2.1.4.2.10 Two swinging gates shall be provided: one 20 foot wide double swinging gate at the entrance to the facility and a 4 foot wide passenger gate in the northwest corner of the facility to accommodate servicing the underground waste tank.
 - 2.1.4.2.11 As shown on Attachment A, the fence shall leave the existing communications manhole open and available from outside the TMP facility

2.1.5 Exterior Lighting

- 2.1.5.1 One light pole with three fixtures shall be relocated from the existing TMP facility to the new facility and positioned in the new facility as shown on Attachment A
- 2.1.5.2 One light pole with two light fixtures shall be located in the southeast corner of the facility at the gate leading into the BSVE yard as shown on Attachment A
- 2.1.5.3 Power for these lights and the exterior lights mounted on the two wooden structures shall be provided by an electrical panel mounted to the exterior of the wooden shed

3.1.0 Additional / Revised Work

- 3.1.1 Demolition of existing TMP to begin after new TMP is operational.
- 3.1.2 Relocate 8' x 8' TMP signs from existing location to new TMP
- 3.1.3 Parking bumper pads to be relocated are concrete, not rubber.
- 3.1.4 Existing AC unit from wooden structure will be relocated to new 12' x 12' structure.

- 3.1.5 All newly installed conduits will be mandrel-tested. Test results will be a deliverable for this project
- 3.1.6 Provide pull-string in all newly installed conduits.
- 3.1.7 All duct banks will be capped or plugged with mechanical, not concrete plugs.
- 3.1.8 Provide the following materials/equipment for the installation team to complete the c4I network:
 - a.) 1 EA Corning CCH-01U-19" Fiber Optic panel
 - b.) 2 EA Corning CCH-CP12-59-12 Port Fiber Optic Adapter Panel
 - c.) 30 EA Corning 95-200-41-Unicam Singlemode SC Connectors
 - d.) 2,200 LF Max Cell MXC3456BK10000 -3 cell
 - e.) 2,200 LF Essex 24012K102K101-12 Strand Singlemode Indoor/Outdoor Fiber Optic Cable
 - f.) 1,000 LF General cable 7525751 6 Pair 24 AWG RUS, PE-89 Copper Cable
 - g.) 4 EA Rainbow DUX5LB-5ln Duct Seal Packs1 EA
 - h.) Porta Systems 1506-6 Pair Protector Block 110 Terminations.
 - i.) 12 EA Circa 4B1FS-240-Digital 240v 5 Pin Solid state Module with PTC
 - j.) 1 EA 4' x 8' x 3/4" Fire rated Plywood backer board.
 - k.) Fair and smooth any duct bank penetrations through the affected manholes.
 - 1.) Provide 1 EA 24" x 24" x 6" NEMA 3R weatherproof box at new concrete pad.
- 3.1.9 Provide interior walls per attached floor plan from Red Sea, with one additional AC unit for the new offices, total of three AC units.
- 3.1.10 Provide new water & electric meter to match Base requirements on the CWU.
- 3.1.11 T-Walls and U Blocks will be moved by the KBR JOC Contractor to the position indicated on the Government Scope of Work.
- 3.1.12 Provide KBR self-performed mandrel testing for approximately 120 LF of 4" fiber optic conduit, witnessed by the designated Government inspector. Results will not be a certified deliverable.

--END---

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

N33191-14-D-1200 0005 Page 6 of 12

0001 16-SEP-2015 1 CAMP LEMONNIER, DJIBOUTI N33191

NAVY PUBLIC WORKS DEPARTMENT N4

BLDG 211

PSC 831 BOX 0043 FPO AE 09363-0043 FOB: Destination

000101 N/A N/A N/A

Exhibit/Attachment Table of Contents

DOCUMENT TYPE DESCRIPTION PAGES DATE

Attachment 1 TMP Movement Layout

(Attachmnet A)

252.225-7989 Requirements for Contractor Personnel Performing in Djibouti (DEVIATION 2014-O0005)

Insert the clause at 252.225-7989, Requirements for Contractor Personnel Performing in Djibouti, in solicitations and contracts for performance in Djibouti, a country within the U.S. Africa Command area of responsibility.

REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN DJIBOUTI (DEVIATION 2014-00005) (JANUARY 2014)

- (a) *General*. (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of the United States Africa Command (USAFRICOM). This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.
- (2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self- defense.
- (4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.
- (b) *Support*. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.
- (c) *Compliance with laws and regulations.* (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable—
 - (i) United States, host country, and third country national laws; (ii)

Treaties and international agreements;

- (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.
- (2) The Contractor shall ensure that Contractor employees are aware of their rights to—
 - (A) Hold their own identity or immigration documents, such as passport or driver's license;
 - (B) Receive agreed upon wages on time;
 - (C) Take lunch and work-breaks;

- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (d) Preliminary personnel requirements.
- (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.
- (2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:
 - (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (e) Registration of Contractor personnel.
- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.
- (2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (http://www.acq.osd.mil/log/PS/spot.html).
 - (i) In all circumstances, this includes any personnel performing private security functions.
 - (ii) For personnel other than those performing private security functions, this requirement excludes anyone—
 - (A) Hired under contracts valued below the simplified acquisition threshold;
 - (B) Who will be performing in Djibouti less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary Message Reporting System.
 - (3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly

or as directed by the Contracting Officer by category (*i.e.*, U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less that 30 days in Djibouti (*e.g.*, day laborers).

(f) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.

(End of clause)

252.225-7993 Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations

PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)(JAN 2012)

- (a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.
- (b) The Head of the Contracting Activity (HCA) has the authority to -
- (1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or
- (2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Navy Construction / Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill

in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official: N68732 Issue By: N33191

Admin: N33191-DJIBOU
Inspect By: N33191-DJIBOU

Ship To Code: Ship From Code: Mark For Code:

Service Approver (DoDAAC):

Service Acceptor (DoDAAC): N33191-DJIBOU

Accept at Other

LPO DoDAAC DJIBOU: N33191-DJIBOU

DCAA Auditor DoDAAC:

Other DoDAAC(s): Not applicable

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the ``Send Additional Email Notifications' field of WAWF once a document is submitted in the system.

Not applicable.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Usn.lemonnier.n4.mbx.wawf-invoices@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

⁽⁴⁾ Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 1751804 52FM 252 00052 0 068732 2D C039B1

COST CODE: 3379A5ST405Q AMOUNT: \$388,064.90

CIN N3379A15RC039B1: \$388,064.90